BRECKINRIDGE'S STORY ENDS

A STOR OF RELIEF WHEN MIS IN-QUISITOR SAID, "THAT'S ALL."

Judge Witson's New Line of Exemination Was With Reference to the Promises of Marriage Made in the Presence of Mrs. Blackburn and Col. Moore, but the Detradant Stuck to the Story Ma Told on the Direct Examination-Testimony in Bebuttal to He Put In, and the Case May to Given to the Jury Early Next Work, WASHISTON, April 4.-Col. Breekinridge's

erdeal as a witness in his celebrated breach of promise case ended to-day. Judge Wilson concluded his cross-examination and handed the witness over to his own attorneys. After a series of questions by Major Butterworth the witness was discharged, having been on the stand constantly during the hours that the court was in session for five days. During all this time Col. Breckingidge had no chance to alt down, except for a very brief time on two or three occasions when the attorneys got into

a wrangle over some legal point.
Altogether the distinguished defendant was during that time he told and retold in detail the story of his relationship with Miss Pollard during the ten years that he has known her. His story was in direct contradiction of hers on every essential point at issue, except that there had existed improper relations between them, that he made her under duress a Pickwickian promise of marriage, and that he poserer had one. All else of importance in Miss Pollard's story Col. Breckingidge says is pure

The conclusion of the direct testimony of Col. Brackinridge and his cross-examination means that the long trial is drawing to a close. and that it will probably go to the jury within a week or ten days. The abrupt ending of the cross-examination to-day was a surprise to everybody, and to none more so generally thought that Judge Wilson would typewritten letters about which there is such Lowell, who swears to have written the letters. and Col. Breckinridge, who says they never existed. Judge Wilson made no reference to this point in the case to-day, but confined him-self chiefly to examining Col. Breckinridge regarding the testimony of Mrs. Blackburn to marry the plaintiff.

Judging from what has developed during

the time that Col. Breekinridge has been on the stand, it is apparent that for the first time in his successful career as a lawyer in this city Judge Wilson has been over-matched by a witness. All during the trial it has been, predicted by the lawyers that when Col. Breckinridge should fall into the hands of Judge Wilson on cross-examination. he would be subjected to such shrewd and severe questions that he would become overwhelmed in a hopeless tangle of conflicting statements, but this has not happened. On the contrary, Col. Breckinridge did not under cross-examination make any statements conflicting in any important degree with what he testified to on direct examination. He had evidently prepared himself for the trial more thoroughly even than his counsel had, and was so ready and positive in all his answers that Judge Wilson was unable to confuse him or break him down. ndeed, the fairest criticism to make of Col. Breckinridge's testimony is that it was too plausible. Every reply was at his tongue's end the moment a question was asked, and when he was positive as he generally was, he was very positive, indeed. His coolness and self-possession while under fire were remarkable, and this fact did much to disarm the opposing counsel. Nothing ridge's denial that he ever wrote any letters to "my dear sister Louise," in the very face of the sworn testimony of a reputable and re spectable woman that she wrote at his dictation and mailed dozens of such letters. A con-spicuous feature of Col. Breckinridge's testimony is that documentary proof has been lacking to convict him of making misstate

The counsel for the plaintiff have, of course considerable rebuttal testimony yet to introduce, and so have Col. Breckinridge's attortry to break down the testimony of Rankin Rosell and those who made depositions charging Miss Pollard with having been a disrepu able woman prior to 1884, and it is thought that they will have no difficulty in doing this. There will be some rebuttal testimony also on the other side, and it is now thought that the arguments to the jury may be commenced on Monday next and concluded during the week. The plaintiff's case will rest chiefly upon the admitted improper relations between her and Col. Breckinridge and the delendant's statements to Mrs. Blackburn and Major Moore that he intended to marry her. The defence will claim that, having proved Miss Pollard to be a person of immoral life the defendant was under no obligations to keep a promise which he had no intention of keeping when he made it, and which the plaintiff knew he did not intend keep. The verdict of the jury, however, is of very little real importance, because Col. Breckinridge, if convicted, will be unable to pay the judgment recorded against him, and be plaintiff, no matter what the result, has obtained a notoriety from which she can never tope to escape. There has been some desulpel Col. Breckinridge in case he is convicted. but as far as can be learned no stops have been laken looking to such action.

The evidence of Col. Breckinridge, which tame to an end somewhat unexpectedly. was devoted to-day principally to corrections of what Mrs. Blackburn and Major Moore, Wash ington's Chief of Police, had said on the stand with reference to the promises to marry Miss Poliard which the defendant, according to their testimony, had made before them. The simble wit of Col. Breckinridge was made to so duty frequently during cross-examination about his understanding of what he had said to Mrs. Blackburn, and he took lains to declare in his contradiction of her testimony that he did not mean to critielse her statements or to cause the inference that she had willingly said things that were She had confused several cenveras-Mons in her mind, was a frequent explanation of the witness concerning Mrs. Blackburn's tery positive statements that Col. Breckinridge had told her that he proposed to marry Miss Poliard. In all his answers to the cross-Questioning about Mrs. Blackburn's testimony the defendant was very careful not to say anything that would reflect on the veracity of that adr. It has been common report in Washington that the widow of the Kentucky Governor had champions who would resort to Kentucky methods if Col. Breckinridge undertook to deny her testimony.

deny her testimony.

When the court adjourned vesterday Judge Rison promised to take up a new line of rose-questioning to-day. This promise was telegrated in the server minute inquiry into the outstanding to the control of the server minute inquiry into the outstanding to the server minute inquiry into the control of the server and Major Moore about his server and Major Moore about his server and master to Major Moore and made the defendant extracts from the testiment of Mrs. Sankharing and Major Moore and made the defendant attempt to reconcile them with his following and major Moore would be server and her the occasion and he had explanations that were wonder ut in their linearity and linearity; and more wonderful in their careful avoidance of anythic officative to the witnesses whom he contradicted.

training.

With Miss Pollard facing him. Col. Breckinlike hears his testimony this morning, leanlag nonchalantly, as usual on the desk occujust by Judge Bradier. His right hand was in
his trusters pooled most of the time, but he
look it out occasionally in moments of agitution and rap it through his alivery hair. His
left hand was also used for this favorite trick.

Any said Judge Wilson, after he had
said one or two unimportant questions of
the defendant do you remember seeing a
colored woman Mary a servant at Libiu H
Friend, and do you took lunch these with Miss

Friend, and do you not recollect saying to her

that when you and Madeline got to keeping house you wanted her to come and live with you?"

that when you and Madeline got to keeping house you wanted her to come and live with you?"

"Oh, that's altegether a fancy sketch," replied Col. Brackingings with a ways of his hand, as if dismissing the subject. "Nothing of the syrt occurred. I was not in the habit of talking about such matters to negre servants."

Did not that colored woman say to you that she preferred to stay where she was?"

"here: there's not a word of truth in either of the atatements."

Col. Brackingings made a sweeping denial to a question by Judge Wilson whether he had made protestations of love and affection to the plaintiff at Wesleyan College when their lillelt relations began or at any other time.

"At no time," he answered with great deliberation, was there any protestation on my part of what I should term affection. It is an ambiguous term which may mean different things to different people. At no time during the interval from the day I first met her at the Wesleyan University until the present did I ever make any protestation of love for her. If you sak me if I showed affectionate kindliness or the manifestation of kindly interest, I should say that I had shown a feeling of that kind.

"When did you manifest this kindliness for the first time?"

"In the spring of 1887, I believe when I was informed by her that she was in trauble by me. There never was at any time any expression on my part of love toward her. I have stated that there were at times expressions of affectionate interest in her, but not allection for her. She did receive expressions from me which were of a nature extremely kind, but she never received any expression from me of love."

she never received any expression from me of love."

"I want to know if these expressions were of a kind that would convey to her mind an impression that you entertained an affection for her?"

I cannot undertake to say what impression may have been conveyed to her mind, "replied the defendant with sarcasm. "I used expressions of kindness, and I was particularly careful to be good and kind to her when she was pregnant. I tried to make her take up some occupation to keep her mind busy."

A sort of business arrangement, said Judge Wilson.

"Uh, no," said Col. Breekinridge, not a business arrangement, but merely an arrange-

Judge Wilson.

"Uh, no," said Col. Breekinridge, "not a business arrangement, but merely an arrangement for her good in the future. I used expressions that might fairly be construed as expressions of affection toward her, but I never used expressions of love. They were merely expressions that a man would use toward a woman for whose condition he felt he was responsible to some degree."

"Did you ever manifest affection for her in any other way?"

"Well, I took her in my arms and kissed her, and did all those things which are necessarily the accompaniment of such relations as existed between us."

"You merely took her in your arms to assist in the gratification of your sensual feelings?"

"No, hardly that They were the natural result of what our relations were. My reintions with her were not wholly sensual; she was at times an unusually bright salker, and at times very attractive. She had made protestations of ardent love for me. My own feelings toward her were not those of love. It was not love in the sense you would usually apply to that term. Sometimes thore was a very great kindliness on my part, and sometimes a very great anger and flereenes."

"Now, you have said that the publication of

and sometimes a very great anger and herewores."

"Now, you have said that the publication of a scandal destroys a woman, while it only sometimes injures a man. Do you think there is any moral obligation on a man to keep a woman from that destruction?"

"Undoubtedly. I have not denied that I have been guilty in a degree, and I have been standing my punishment without complaint and without attempting to fice from the consequences." plaint and without attempting to nee from the consequences."
When was the subject of marriage first broached between you?
"I think it was when she first spoke of the proposed trip to Berlin."
You have said that at a subsequent conversation you mentioned your knowledge of what had occurred between the plaintiff and Mr. Rodes as reason why marriage between you was impossible. Tell us what you said on that occasion.

was impossible. Tell us what you said on that occasion.

"I told her," said Col. Breckinridge, "that she could not expect me to marry her after her illicit relations with Mr. Rodes, and that after she had bled Mr. Rodes for three years and than thrown him away like a sucked orange I could not contemplate marriage with her or look upon her as a wife whom I could trust, or whom I could take into my family. I told her that she could never be happy married to a man who had had illicit relations with her; that she would always be believing that I was running after other women. I told her that there was no happiness between people who had maintained lilicit relations unless the man had seduced her, and that through love, and I said that knowing of her relations with Rodes, I could never trust her, but would always think that she was intimate with other men, like she had been with him."

Coi. Breckinridge admitted that the plaintiff was a bright, intellectual woman, who associated with some of the best people in his State, and that she lived among reputable people at reputable places, and that their relations were not known in the world in which they moved.

Now, said Judge Wilson, "so far as these things are concerned, there never was an impediment to your marriage?"

"That was only a small dust in the balance." said Col. Breckinridge.

"I understood you to say that you and the plaintiff agreed to the samblance of an engagement, that you mutually agreed to say that you were engaged, and mutually agreed to say that you were engaged, and mutually agreed to say that you were engaged, and mutually agreed that there shoul! be an appearance of an engagement. If I am wrong correct me."

"That is not true. We simply agreed on the semblance of an engagement that there should be anything like marriage."

"These explain the nature of that arrangement that there should be anything like marriage."

"Please explain the nature of that arrangement." "I told her," said Col. Breekinridge, "that

Please explain the nature of that arrangement."

There was an agreement that we should go to Major Moore and make a certain statement to him to put the plaintiff right in his regard after I had threatened in his presence to turn her over to the police. The agreement as to a semblance of an engagement related solely to Mrs. Blackburn. We went to Mrs. Blackburn discharge of deceiving her. Our purpose was to separate this woman and Mrs. Blackburn and get this woman out of Washington, and in order to do so I had agreed to the deception. I did not ask Mrs. Blackburn to take this woman under her charge for the summer. My recollection and Mrs. Blackburn's disagree, although both of us are probably trying honestly to testify according to our memories.

"You took this young woman there and placed her under Mrs. Blackburn's protection?"
"No; that is a mistake. I think the understanding and recollection of Mrs. Blackburn and myself do not agree on that point."
"But you caressed the plaintiff in Mrs. Blackburn's presence?"
"No. I did not. The caresses given were not mine."

Blackburn's presence?"

"No. I did not. The caresses given were not mine."

Col. Breckinridge said that he went to New York on April 29, the day he was married. Judge Wilson handed him a copy of the marriage certificate which Dr. Paxton suppressed. Col. Breckinridge acknowledged filling out the certificate, and in answer to Judge Wilson he said that he had been married twice before the marriage to Mrs. Wing.

Then, said Judge Wilson, sternly, "why do you write in this certificate that it was your second marriage?"

When i started to write that," said Col. Breckinridge. I asked if I should write in how many times I had been married, and Dr. Paxton said the number was not becessary, so I wrote in that this was my, second marriage. I wrote in that this was my, second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. I wrote in that this was my second marriage. "I did. Dr. Paxton was suffering from a nervous headache, and he asked me to do the writing, to which I at first laughingly demurred, saving it was hard for a man to fill in his own marriage assert? Did you request him not to put the certificate."

"I did bim to keep it secret until fall. If you want me to tell you why, I will do se."

"Never mind," said Judge Wilson, "When did your public marriage asserted? "I will do se."

"Never mind," said Judge Wilson, "When did your public marriage take place?"

"I thiak not; but I think I wrote to him and asked him to suspend the announcement of the marriage for the reasons i had given him at the time." the marriage for the reasons I and given aim at the time."

"I believe you gave those reasons in your examination in chief." said Judge Wilson.

I did not," said Col. Breckinridge.

Judge Wilson did not ask him to give the reasons then, but later in the day Col. Breckinridge was enabled to do so.

Now where did you and your bride go after the marriage?"

the marriage." My wife and I went to the Hotel Logerot, at Eighteenth street and Browlwar."

Did you register there under your right asme?" We registered under the name of William Campbell and wife."
And where did William Campbell and wife

Campbell and wife.

"And where did William Campbell and wife come from?"

"I think I did not put down any address. The name of William Campbell is one of my middle names."

Judge Wilson read to the defendant from a stenographic report his story of his interview with Miss Blackburn about the engagement with Miss Fellard and then read him what Mrs. Blackburn had told of that interview.

"Do you mean to say that you didn't say that to Mrs. Blackburn?" said Judge Wilson, siter emphasizing the statement of Mrs. Blackburn that Col. Breckinritize said Judge Wilson, siter emphasizing the statement of Mrs. Blackburn that Col. Breckinritize said Judge Wilson, siter emphasizing the statement of Mrs. Blackburn that Col. Breckinritize said to har. I shall marry Miss Foliard as soon as a sufficient time has etapsed after the death of my wife.

"I mean to say," said the witness, his face showing the nervousness he felt in treading on such dangerous ground. That the form in which the remark was put was, in substance, I have offered to hisse Foliard the protection of my name." And what I said atout Mrs. blackburn's protection had reference to the past, and was an expression of gratitude for what The highest price a man can pay for a thing to to ask for it. It will cost you only a doing to own saleman's " Woman Through a Man's Eyeglass."—ade.

Mrs. Blackburn had done for the plaintiff. I have no recollection whatever of anying I shall marry Misa Pollard, as soon as sufficient time had elaused after the death of my wife. I have no recollection of siluding to my wife in that conversation, but I used words to lead Mrs. Blackburn to believe I was going to marry the plaintiff, and I think Mrs. Blackburn got that conversation mixed with a subsequent one. I haven't the slightest remembrance of it whatever, the slightest remembrance of it whatever. "Do you recall telling Mrs. Blackburn that you supposed she was surprised when you told her you were going to marry a woman so much younger than yourself, and asked her if she did not think you were doing a very abourd think."

you supposed she was surreited when you told her you were going to marry a woman so much rounger than yourself, and asked her if she did not think you were doing a very about thing?"

It think," said Col. Breckinridge, "that Mrs. Blackburn has got a subsequent interview confused with this."

Do you remember telling Mrs. Blackburn that you were between thirty and thirty-one years older than the plaintiff?"

It hink Mrs. Blackburn has also confused that with statements made by the plaintiff. I have no recollection whatever of making any such statement. The substance of my recollection and that of Mrs. Blackburn is identical, but as to the form the conversations took our recollections differ."

Judge Wilson then inquired about the second interview with Mrs. Blackburn, when Miss Poilard was not present, and Col. Breckinridge said he did not remember the statements Mrs. Blackburn had made in just the form she had told them. He did not remember that he had told them. He did not remember that he had told them. He did not remember that he had told from she had told them. He did not remember that he had told from the was nothing for him to do but to offer his hand. He admitted however, that he had spoken of Miss Pollard's friendless condition, how she was a young girl who needed of friends and sympathy, and that he had therefore decided to give her the protection of his name. I was doing all I could to carry out the agreement I had made with the plaintiff. I was always leaving Mrs. Blackburn under the impression that I intended marrying the plaintiff. It used such words I was only honestly tryings to carry out my contract with her to pretend that we were engaged."

You were honestly trying to deceive her, and I do not olame her for feeling some acceptity about it."

Other extracte from Mrs. Blackburn's testimony were read to Col. Breckinridge, and he said, in reference to them, that the form in which her, did not account with his recollection. The testimony of Mrs. Blackburn's testimony which she had confused in her min

to do so. No such conversation as a whole occurred."

Judge Wilson asked Col. Breckinridge to answer more directly and not evade the questions.

Now do you mean to say." said Judge Wilson, "that you did not tell Mrs. Blackburn that you did not intend to marry Mrs. Wing?"

I do most emphatically, "said Col. Breckinridge, with a bow of the head that is one of his mannerisms.

Do you deny that you told these things to Mrs. Blackburn?"

I do not deny their truth in the sense that she testified falsely," said the defendant, "but lasy that she got several conversations comshe teatified falsely," said the defendant, "but I say that she got several conversations commingled, and that she has been led into error through faulty recollection."

Mrs. Biackburn." said Judge Wilson. "used the word 'villain' in referring to your engagement. Do you think villain a harsh word if the circumstances were as she understood them?"

Mrs. Blackhurn." said Judge Wilson. "used the word villain in referring to your engagement. Do you think villain a harsh word if the circumstances were as she understood them?"

Col. Breckinridge was evasive, saying: "I think that Mrs. Blackburn could not have used that word toward a visitor."

Judge Wilson asked if the defendant thought the word was wrongfully used, and Col. Breckinridge sanswered even more evasively:

"I think that Mrs. Blackburn did not use the word in her own apartments. It is not a nice word for a lady to use."

Judge Wilson pressed for an answer and Col. Breckinridge said: "It might be used by a lady if the circumstances justified it and called for such a term."

After reading Mrs. Blackburn's testimony concerning the seens at her apartments the night Miss Pollard put her arms around Col. Breckinridge's neck and said. "Willie, will you name the day before Mrs. Blackburn' Judge Wilson asked if Mrs. Blackburn' and the feel of the scene.

"Mrs. Blackburn" said the defendant, "has given an account of a scene which really did happen, but not exactly according to my recollection. There was some superbacting there that night.

"On whose part? Miss Pollard's, Mrs. Blackburn' on the bills," and Col. Breckinridge and I asid, with some apper, I will not name the day. Mrs. Blackburn did say. "Take your seat," speaking with some acceptity, and I said: 'No demonstrations in the presence of Mrs. Blackburn and this said declined to name the day."

Col. Breckinridge said that the recollection of Mrs. Blackburn and himself with reference to her statement that he had told her. that he would come back and name the day, and that asie had stated this to Miss Pollard in his presence of Mrs. Blackburn and himself with reference to her statement that he would have a speech."

Col. Breckinr "Well, God didn't literpose, did lie and Judge Wilson.
"Well, I don't know," said the Colonel, with a laugh, "tut, if He did, I thank Him from the very bottom of my heart for furnishing me a mode by which I got out of marrying with

mode by which I got out or marrying such a woman.

The testimony of Col. Breckinridge about the interview in Major Moore's office was read to him, and he was asked if he had not promised to marry the plaintiff there.

I did not, he said. The word promise implies a certain mental condition which did not axis. I did not, he said. The word promise implies a certain mental condition which did not exist.

After recess the interview between Major Moore, Misa Pollard, and the defendant on May 17, and Major Moore stestimony concerning what took place then, was referred to by Judge Wilson, who asked if Major Moore's widence was not true. Col. Erecknridge admitted that Major Moore had told substantially what occurred, but not all that had occurred. The visit to the Chief's office, he said, was not with reference to the pretence of Misa Pollard and himself that they were engaged, but merely to remove from Col. Moore's mind the impression that Miss Pollard was a woman of such a character that Col. Breckintidge intended to turn her over to the police.

I will ask you to state whether she was carnest and santious in respect to this matter at the time this statement was made by you? asked Judge Wilson, with reference to the remark of the witness that he would marry the plaintiff.

Yes, she was carnest, nervous, somewhat hysterical; her manner changed several times during that conversation.

Find I understand you to say that the visit to Col. Moore on that afternoon was not for the purpose of making a statement of that kind to him with reference to your deceiving him and of dying out of each other's life."

"No, there was nothing in that conversa-tion, nor nothing in the agreement out of which that conversation grew about her dring out of my life at that time, for the agreement was that I was to take care of her, and take care of the child when it was born, and to take care of her until the child was born and for an indefinite period thereafter; but that conver-sation was for the purpuse of not leaving (o). Moore under the impression that she sup-posed had been made upon him, by my threat-ening to deliver her up to him as a police officer." Your going there and making that stateening to deliver her up to him as a police officer."

"Your going there and making that statement on that afternoon was with the view of carrying out this agreement, which had already been made I stween you, that this statement was to be made, not as evidence that you were inleaded to marry her, but with the understanding between you that that was to be a mere matter of deception. But simply for the purpose of removing from tot. Moore's mind like turpression that I thought she was a proper person to turn over to the police. It was only to put her in a better position with Col. Moore, she thinking it was best for her."

"So ou did not go there for the purpose of saying that you were to be married, but simply to relieve ber apprehension as to what Col. Moore as thisf of Police and as a gentleman, would use his position to put her in charge of the police, and she wanted me to tell him that she was a person that I thought sufficiently of to offer to marry."

Col. Broeklandge said there had been no agreement between the pisintiff and himself.

New, elagant, and correct styles in furniture. Best

to clasp hands when they went to Major management effice to consummate the promise to make the to the consummate the promise to make the consummate the promise to the consummate the promise to have a Spring Oversack made that it was the most impressive scene he had ever witnesses. It think the server witnesses is such a scene to the consummate the consummate

her to testify in the case. He denied in advance of her testimony any statement that might be made by her that he called at her house.

Then, greatly to the aurprise of everybody, Judge Wilson announced that the cross-examination for the plaintiff was concluded. Col. Breekinridge looked very much relieved, and expressed his feelings in a heavy sigh.

The redirect examination by Major Butterworth was very brief. At his request Col. Breekinridge told how Miss Pollard had come to his rooms in the spring of 188% seeling very much depressed and complaining that some one had slighted her and that she had no friends. She saked him to marry her, somewhat peremotorily, and he refused. Then she asked him to let her become his private secretary and to keep up their relations under cover of that. He refused again, and then she told him that she was going to follow him everywhere; that when he went to Kentucky she was going to Kentucky, and when he returned to Washington she would return.

"I said she was turning into a blackmailer," remarked Col. Breekinridge, "and she said angrily that I had no right to call her such a name. Then I opened the door and said: "If you are going to make a scene, for gracious, sake make it as loud as you can, so that everybody in the house can hear." Then she began to cry and asked me to go out for a walk."

Continuing, the defendant said that they walked to Miss Pollard's house and went to a room, where she demanded that he should promise to marry her before he left, and when he refused she went to the window and threw it up, saying she would scream. "Just then," said the witness, "some shody knocked at the door and said our voices were disturbing people. The information was imparted to me that your voice is so peculiar that a member of Congress who is here will know you. I said Idi not care whether he heard me or not."

Laughter followed this remark of the defendant.

Objection to the continuance of this line of testimony was made by Judge Wilson, and

ple. The information was imparted to me that your voice is so peculiar that a member of Congress who is here will know you. I said I did not care whether he heard me or not."

Laughter followed this remark of the defendant.

Objection to the continuance of this line of testimony was made by Judge Wilson, and Judge Bradley, agreeing with him, said he didn't see any use in telling these stories again.

Major Butterworth said the repetition was perfectly proper, because the plaintiff satorneys had tried to show by the defendant that he was guilty of brutal conduct toward the plaintiff. Major Butterworth asked the defendant to explain why he was married secretily, and he did so, as follows:

"The marriage was made secretly, because we did not, at that time, expect to see each other again for some months and as my wife had been dead only a short time. I was on terms of the sweetest sort with the members of my family, as was also my wife, and we desired these terms to continue, and we thought it best not to let it be known for the time being, because not only my happiness, but our happiness would depend upon it. I asked Dr. Parton to withhold the marriage certificate, as my wife wanted to form a more intimate acquaintance with my children. That wasthe sole ground of secreer."

Col. Breckinridge also explained that in referring, after the death of his wife, at some gathering at which as spoke, to "the one who is now the head of my house," he meant his daughter and not the plaintiff.

This concluded Col. Breckinridge's ordeal, and then Major Shelby said that the defence might have some more testimony to offer tomore testimony. Judge Wilson wanted to go right on with rebuttal testimony, but Judge Bradley granted Major Shelby's tradecide as to whether they would or would not offer more testimony and the proposition of the court for the court sout mean all the proposition of the granter of

Brechinridge Suspended from the Matonic Order in 1886 for Non-payment of Duca LOUISVILLY, April 4.-It was reported that Col. Breekinridge would be tried by his Ma-sonie brethren. The fact was developed today that he is already under the ban. The proceedings of the Grand Lodge show that the Colonel was suspended for nonpayment of dues on Aug. 20, 1886, by payment of dues on Aug. 20, 1883, by Lexington Lodge. No. 1. This suspension deprives him of all the rights and privileges of Masonry while it haste, but may be terminated at anytime by the payment of the amount due. It does not prevent him being tried on other charges. The Masons take great pride in a widows and orphans' home maintained here by the order of the whole State. Miss Pollard's grandmother, Mrs. M. A. Gilbert, died in the home in 1884. Two brothers, Horatic and John, and a sister, Rosa, were wards of the home for several years.

LEAVITT'S ACTION FOR DAMAGES. H: Duess't Want a Receiver for that \$25,

A motion for the appointment of a receiver

of William E. Leavitt, formerly a member of the Consolidated Exchange, who is now secre-

tary of the G. H. Webster Sunset Wine Com-pany, was characterized before Justice Beach of the Supreme Court yesterday, by his counsel, L. S. Embree, as a shrewd effort to take out of the hands of Leavitt an action he has brought to recover \$20,000 damages from Eugene A. Mauriac for the alienation of the affections of Leavitt's former wife, who has since married hiauriae.

Leavitt and Mauriac had known each other from childhood. Mauriac is a member of the firm of Mauriac, Hishop & Howard, bankers and brokers, and is a member of the Stock Exchange. When Mauriac's wife died, in 1885, he and his three children went to live with Mr. and Mrs. Leavitt. The two families also spent the summer together at different watering places. In 1864, so Leavitt's story goes, he lorrowed \$4550 from Mauriac, giving a note for that amount, payable on femand. The families setarated in 1800, but their relations were not sweeted. In the spring of 1865 Mrs. Leavitt left her husband and went to bouth bakola, where, after a residence of ninety days, she obtained a divorce from Leavitt on the ground of shandonment, and soon therestfer married Mauriac.

Treating the Dakota decree as a nullity, as he was not personally served with the summons, Leavitt brought suit for \$25,000 damages against her former wife for absolute divorce on the ground of her relations with Mauriac, and secured a decree against her. In September, 1885, Leavitt brought suit for \$25,000 damages against Mauriac for alenating her affections.

A month alter this suit was brought said Lawyer Embree, Mauriac has be unique for securing. Mr. Hubree said that if a receiver was appointed it was Mauriac's purpose to have the receiver take charge of the action for allenation as part of the effects of Leavitt.

Justice Beach said he would appoint a receiver but wand direct that he should not integrite with the allenation action. of the Supreme Court yesterday, by his counsel. L. S. Embree, as a shrewd effort to take

When Buby was sick, we gave her Castoria, When she was a Child, she cried for Castoria, When she became Miss, she clung to Castoria, When she had Children, she gave them Castoria,

to have a Spring Oversack made to order? There can only be one answer to this question when you consider that you can find in our ready-to-wear stock a complete line of all the newest styles and fabrics -equal in cut and finish to custom made-at prices from \$10 to \$30.

Men's 4-ply Collars

-2100 linen, hand-made button-holes—the kind most stores charge Our price for this week only,

279, 281 AND 283 BROADWAY.

Bet. Chambers and Reade Sts.

Satisfaction guaranteed or money returned.

Mr. Burnett's Negotiations With the Burg-

R. O. Burnett, a rich hardware dealer of 288 Fulton street, Brooklyn, was robbed of more than \$30,000 worth of bonds, mertgages, and other securities on the night of Dec. 1 of last safe in his office. The robberr was a bold one. therefore of no immediate value to the thieves. Mr. Burnett. The thieves evidently knew this.
A few days after the robbery Mr. Burnett tried to open negotiations for the return of the papers by advertising. In this advertisement he did not offer a definite reward. He got no answer. Then he put in another advertisement, offering \$250 and no questions asked. To this he got a reply by letter, signed only with initials. The thieves offered to return the papers, but asked \$5,000 or \$4,000. Mr. Burnett repiled by advertisement, saying he couldn't think of giving such a price.

Then he got another letter. This said, as Mr. Burnett remembers it: "We are being starved out, and if we don't hear favorably from you shortly we will have to seek a warmer climate. We will give up the papers for"—naming a sum in four figures—and if we don't hear from you in three days we shall destroy the papers."

Mr. Burnett says he wasn't alarmed and did not answer. About Jan. I he got a letter from a lawyer in Philadelphia offering to restore the securities for a consideration. He santa representative to make a dicker. The offer he made was refused. That ended the direct negotiations with the robbers.

"Every day I waited." Mr. Burnett said last night. I knew that the papers would be worth less to them."

The thieves evidently thought the same thing, for they opened a correspondence under cover with Chief of Police Camphell and Detective Nergeant Zundt of Brooklyn. Finally they sent Zundt a detailed account of all the correspondence and asked him to see Mr. Burnett. He did so a few days ago, and Mr. Burnett authorized him to renew his last offer. What the amount of that was no one will tell, but yesterday Zundt went to Philadelphia, raid the money, and got the papers. They were returned to Mr. Burnett last night. He got back everything that was taken except a gold watch that belonged to one of his employees.

Detactive Zundt says the Philadelphia lawyer who conducted the affair for the burgiars is well known and a man of good standing in his profession. tried to open negotiations for the return of the papers by advertising. In this advertise-

MR. AUBERT'S STRANGE ARSENCE.

He Thinks He West to Les Augeles, and Has \$800 and a Watch Left. Three weeks ago the police were notified of the disappearance of John F. Aubery from his home at 815 DeKalb avenue, Brooklyn. Aubery with the intention of investing it in a patent that he had so much money with him aroused bery is now home again. He has still \$800 of bery is now home again. He has still \$800 of the \$1,200 as well as his gold watch. He has also a strange tale to teil. His recovery is to be credited to his twelve-year-old son Harvey. While the boy was going along De Kaib avenue on Tuesday he noticed a shabbly dressed man, who looked like a tramp and seemed dazed. A closer inspection showed that the supposed tramp was his father, and he took him borne. Mra Aubery could showed that the supposed train p was his father, and he took him home. Mrs. Aubery could scarcely recognize the man as her husband. He seemed to have aged ten years in three weeks, and to have passed through a protracted lilness. His cheeks had become sinken, and his jet black hair had become tinged with gray. His clothing was ragked and soiled. It was evident that Mr. Aubery was much in need of rest, and he was at once put to bed.

was much in need of rest, and he was at once put to bed.

When he awoke yesterday morning his wife began to question him. In a dazed manner he told her that the first thing he realized after leaving home was that he was in Los Angeles. Cal. A man came to him and asked him if he was sick. He took a train for home the next day, but all the incidents of the journey back, as well as his journey westward were blanks in his memory. A. C. Aubrey, his brother, said:

"I have just seen my brother. I don't know what to make of the case. He taks disconnectedly about being at Los Angeles. He says when he went out of the house he met a lot of men, but he doesn't know any of their names. He had a cigar and some whiskey with them. He went over to Jersey City with them, and that is all he knows. I don't know why he talks in such a disconnected way. He will get around all right, I believe, when he has got a goed rest."

KELLY MEN REJOICED TOO SOON

Over His Local Victory Over Comstock, Not Knowing of Anthony's Pall at Trenton. The Republican Township Committee of Summit, N. J., refused on Tuesday night to accept the proffered resignation of Edward B. Kelly, the Democratic Chief of Police of the town. The Town Hall was crowded. Anthony Comstock went around among his Republican friends and advanced reasons why Chief Relly's resignation should be accepted. Kelly's being the village Pooh Rah and holding several offices besides that of Chief of Police naturally figured in Comstock's argument.

When the Township Committee amounced as its unanimous decision that the Chief's resignation should not be accepted, there went unashous that could be heard in the next county. The committee went further. Not only did it refuse to let its officer go, but it increased his salary ten dellars a month.

The youthful exuberant friends of the popular chief organized a nariy to give Comstock a serenade in satirs at his home at mininght. All the arrangements for the function were completed when Chief Kelly heard of it, and he called the boys off, saying:

"Tye downed him again, and it's no use rubbing it in too much. He'll have a fit when he hears that my salary has been increased." town. The Town Hall was crowded. Anthony

Bamoge Fults Against Prasion Examine

BUFFALO, April 4.-Special Pension Examiner Walter S. Ayors, who preferred the charges of fraud in the W. Bowen Moore cases, was arrested to-day in a suit brought against him for \$25,000 damages by Louis F. against him for \$25,000 damages by Louis F. Houpt. Mr. Houpt was arrested at the time of Moore's arrest but was discharged for lack of evidence. In his complaint Mr. Houpt declares that the defendant, "maliciously intending to insure plaintiff, falsely and maintously charged him with knowingly, wrong-fully, and unlawfully making, altering, loughilly, and counterfeiting a certain possion which was furnished.

In the suit brought by Miss Hanrahan against Mr. Ayers on the same grounds, the Department of Justice was instructed to defend him, and the same will probably be done in this case. It is said that Achille J. Olshet the lawyer who was arrested in connection with the frauds, and in whose case Judge Coxe sustained a demurrer, will bring suit for \$40,000 against Ayers. CAPT. DEVERY ON TRIAL

PARKBURST DESECTIVES TRLL OF THE HOUSE HE DID NOT CLOSE. Agent Whitney Was Dismissed from His

Offer on Spotter on a Surface Line, He Didn't Jequire Why-The Rev. Mr. Ham-liton's Talk with the Accused Officer. The trial of Police Captain William S. Devery

was resumed yesterday before Justice O'Brien in the Court of Oyer and Terminer. Captain Devery is charged with failing to close an alleged disorderly house at 81 Eldridge atreet Dr. Parkhurst's society supplied the evidence on which he was indicted.

When the court adjourned on Tuesday

evening nine jurymen had been selected. Col. E. C. James, who is defending Capt Devery, held an earnest conference with his elient, who was in civilian's clothes and Lawyer Frank Moss, who represents Dr. Park-hurst's society, talked with Assistant District Attorney Weeks. Just after the case was opened Superintendent Byrnes entered the court. He walked up to Mr. Weeks, talked with him a few minutes, and then withdrew. Capt. Devery did not exchange greetings with

Three jurors were soon obtained, making the complete list as follows:

Thomas R. Gannon, real estate, 117 Washington place, William J. Donaldson, oyster house, 803 Eighth ave-

ius. | Henry Hirshfield, diamonds, 61 Nassau street. Frederick Gippert, butcher, 719 Carmine street.
Daniel J. Clure, plumber, 251 East. Forty-third street.
Henry Ottenberg, eigara, 806 East Twenty-second

Gerree Pardo, merchant, 66 William street

Bernard Chenowsky, clothier, 25 Division street. Loon Tuchmann, clothier, 810 East Seventy-nint When the jury had been completed Justice

O'Brien said that he would excuse jurer No. 8, William J. Roundtree. Both sides agreed to this, and his place was filled by William F. Clausen, egg dealer, of 251 West Twentyfourth street.

Then Mr. Weeks addressed the jury on be

half of the people and offered in evidence the rules of the Police Department under the Consolidation act. At this point Dr. Park-hurst entered the court room and took a seat directly in front of Capt. Devery.

Mr. Weeks called Edgar A. Whitney as the first witness for the people. The other witnesses were excluded. Dr. Parkhurst was among those who retired. Lawyer Moss and Mr. Krunison of the Parkhurst society were

allowed to remain.

Whitner said he was one of the agents of the Society for the Suppression of Crime, and that on Sept. 25, 1893, he in company with Arthur E. Wilson and Marcus Wishart, visited the bouse at 81 Eldridge street. They gained entrance by the basement door. They were dancing and high kicking and general merry-making. The money for the drinks was paid to Grace Walsh, the proprietress of the house.
"Did you visit the place again?" asked Mr. Wooks.

the following Oct. 2. There was more high the following Oct. 2. There was more high kicking on this occasion than on the first visit. Ward Detective Glendon was passing the house as we left."

Col. James then took the witness in hand. Whitney said he was 28 years old and had been a drummer. The witness denied that he had taken any money from his employers. He was employed here by the Fire Insurance Saic Company, 588 Bowery, when he first came to New York, and then got a job as a private detective. Col. James elicited from him that he worked for thus the state of the street railroads as a detective.

Q.—Your business was to spot conductors, was it not?

Q.—Your business was to spot conductors, was it not?
A.—I wouldn't call it spotting.
Q.—Well, you saw that they rang up the nickels. A,—I approse so.
I approse so, assume the dress of a conductor and circulate among the conductors as a spyr. A.—I would not call it spying; I was simply doing my duty. The witness admitted that he had gone under several names while employed as a de-

Q.—Were yet not discharged by the Broadway Rail-road Company? A.—I presume I was Q.—Was It not for misappropriating nickels? A.—Ne, sir, it was not. Q.—Did you ever inquire why you were discharged? A.—I did not.

"I said to him," said the witness. "that the saloons were open on Sunday, and that he knew they were. I understood him to reply that he knew they were. I then called his attention to the women that were seen on the street. He said to me that a man that was looking for that kind of thing could find it very often. I replied that it was his duty to close up the disorderly houses, and he said: If I close up the private houses they will go into the tenement houses."

Col. James cross-examined Dr. Hamilton. The witness admitted that Capt. Devery closed a poolroom, which was near his church, on his recommendation. He also said that there was a saloon near his church which sold liquor on Sunday.

Q—is the saloon keeper a member of your church;

Sunday.

Q—is the saloon keeper a member of your church?

A—No. sir, he is not. the could not be.

Q—Why not? A—No. saloon keeper could be a member of my church.

Q.—Dues he contribute to your church? A.—He may contribute to the basket.

"Oh! then," said Col. James, "you take his money, but would not allow him to be a member of your church?"
Marcus Wishart, an agent of the Parkhurst Society, had been with Whitney when the visit was paid to 81 Eddridge street. He teatified that a girl named Birdle sat on his knee, and that they had drinks.

"Did you go again to the house," asked Mr. Weeks.

Weeks.
"Yes, sir. I did, on Oct. 17." replied Wishart.
"Who sat on your lap?"
Birdie did," said Wishart in a tone that
made the Court laugh.
The trial was adjourned until this morning
at 10:30, when Col. James will cross-examine
the witness.

STUDENT TATLOR RELEASED. Judge Smith Grants a Writ of Certificari

ELMIRA, April 4.-Judge Smith handed down a decision to-day upon the application of the Cornell student Taylor, under commitment for a criminal contempt, for a writ of certiorari and a stay of the judgment of conviction pending the review. In his opinion Judge Smith says that in practice the writ of review is granted almost as of course; that it would not be humans to dany to a prisoner claiming to be illegally imprisoned the right to review in an appollate court the indement of conviction.

Upon the question of a stay of proceedings, he refers to his conclusion reached upon the argument of the writ of habeas corpus, that the relator had the right to decline to answer the questions upon swearing that he believed the answers would tend to criminate himself. In that conclusion he says that justice Parker, who sat with him upon the argument of the writ concurred. The stay is therefore granted in accordance with the statutory jule upon criminal convictions that there is ressonable doubt whether the judgment should stand. Taylor is required to give a bond in \$2,000 to appear and serve out his unexpired sentence if the judgment shall be affirmed by the General Term. almost as of course: that it would not be hu-

Italians Compet Mea Imported by a Padrons

Synacuse, April 4.-Becently a number of Italians were imported into this city by a padrone, who had no difficulty in finding work for them on the public improvements now in progress here. This incensed the Italian residents many of whom have been in this country long chough to acquire citizenship, lesierday the latter, to the number of several hundred, marched in a body to the reservoir and other places and competied the imported "dagos" to quit work, which they did. The police and county officials were on hand, but there was no trouble and hone is apprehended. The local military company was notified to be in readiness should its services be required. work for them on the public improvements

Vaterans Oust Republican Hegally Appointed to Their Pinger. Capt. W. L. D. O'Grady, a war veteran, and . Scully, a veteran fireman, who were itlegatly removed from their places in the City Clerk's office in Brooklyn to make way for Rapublicana have been reinstated by order of Justice Culira of the Supreme Court, and were at their old posts resterday. They get \$1,000 and \$2,000 a year respectively. They will receive their back satarics for the two months of their decapitation.



KNOWLEDGE

Brings comfort and improvement and tends to personal enjoyment when rightly used. The many, who live bet-ter than others and enjoy life more, with less expenditure, by more promptly adapting the world's best products to the needs of physical being, will attest the value to health of the pure liquid laxative principles embraced in the remedy, Syrup of Figs.

Its excellence is due to its presenting

in the form most acceptable and pleasant to the taste, the refreshing and truly beneficial properties of a perfect laxative; effectually cleansing the system, dispelling colds, headaches and fevers and permanently curing constipation. It has given satisfaction to millions and met with the approval of the medical profession, because it acts on the Kid-neys, Liver and Bowels without weak-ening them and it is perfectly free from

every objectionable substance.

Syrup of Figs is for sale by all druggists in 50c and \$1 bottles, but it is manufactured by the California Fig Syrup
Co. only, whose name is printed on every
package, also the name, Syrup of Figs,
and being well informed, you will not
accept any substitute if offered.

BRIE CANAL TRACTION COMPANY. Thomas C. Pintt and Other New York Capte

ALBANY, April 4 .- Articles of incorporation of the Eric Canal Traction Company were filed with the Secretary of State to-day. The objects for which the company is formed, including the nature and locality of its business, are as follows: It is to produce, purchase, sell, and distribute power in the form of electricity or otherwise, for the propulsion or traction of boats and vessels upon the Eric Canal; to lay, build, and erect all machinery, storage batteries, conductors, and other apparatus of every kind incidental to the said business, and to furnish, sell, and distribute along the line adjacent thereto, power for any purpose inci-

dental to the said business. The capital is placed at \$100,000, with nower to increase to \$4,000,000. The principal business office will be in New York city, and the duration of the company is fixed at fifty years. The directors for the first year are: George G. Haven and Richard S. Hayes of New York, representing the Metropolitan Traction Company of New York city; the Hon. Thomas C. Platt of Owego, Adrian Iselin, Ir., of New York, a banker; Baron Louis A. Von Hoffman of New York city, who is the head of the foreign banking house of Yon Hoffman & Co.; Alfred S. Heldelt ach, head of the foreign banking house in New York city, of heidelbach & Ickelneimer, and Charlton T. Lewis of New York city, counsel for the Mutual Life Insurance Company and Secretary and Treasurer of the Cataract General Electric Company. The incorporators of the company are: Frank W. Hawley, Vice-President of the Cataract General Electric Company, and the gentlemen named as directors.

The Vessels Which Figured in the Fuss at Rio Arrive at Helitmore.

BALTIMORE, April 4.—The yellow quarantine flag floats from the foremasthead of the coffee barks Josephine and Julia Hollins, anchored off on the Allen Memorial Church, 18 Rivington the Allen Memorial Church, 19 Rivington the Met Capt. Devery on three different occasion. The last conversation he had with the met Capt. Devery on three different occasion. The last conversation he had with the defendant was after Aug. 1.

"Tell the jury what you said the witness. "It add to him." said the witness. "It add to him." said the witness. "It ald to him." said the witness. "It ald to him." said the witness. "It ald to him." said the witness. "It all the conversation he had with the saloons were open on Sunday, and that he knew they were. I understood him to reply that he knew they were. I then called his attention to the women that were seen on the street. He said to me that a man that was looking for that kind of thing could find it were often. I replied that it was his duty to close up the disorderly houses, and he said: to see the three barks that were fired on by Da Gama during the recent unpleasantness, and which landed their cargoes after the rebelled had been brought to terms by the Detroit.

SELI-DUBBED MURDERER NAGLEFREE Perth Amboy Friled to Send for Min-On

AMSTERDAM, N. Y., April 4.-After having been in custody for nearly five days. Nicholas. Nagle, who says be murdered his little child in Brooklyn and his wife near l'erth Amboy, was liberated this afternoon, the Perth Ambor authorities failing to send for him. Nagle went to the spring works where he had recently been at work, drew what money waswould be impossible for him to get work in Amsterdam, as every one would naturally fear

Amsterdam, as every one would naturally lear-him.

To night Chief of Police Devendorf received the following telegram from Chief of Police Burke of Perth Amboy:

We cannot hold Nagle on his own confes-sion. You will hear from Brooklyn in the morning. If you can send Nagle to Perth Am-boy do so."

Before his departure this afternoon Nagle Before his departure this afternoon Nagle announced his intestion of going to Brookiyn.
The police of this city are firm in the belief that Nagle committed the crimes to which he confeased. Nagle expressed regret that the New Jersey authorities did not send after him.

Tragedian O'Connor's Funera'.

James Owen O'Connor, the unique delineator of Shakespearean characters, was buried yesterday in Greenwood Cemetery. Funeral services were held at his wife's home at 129 For-rest street. Jersey City. In accordance with his request, Mr. O'Connor was buried as a Protestant, although he was trought up in the Catholic taith, and in his youth studied for the priesthood. The dead man's brother, ex-state senator Eugene Franklin 1/Connor of Brook-tyn, and his sister. Mrs. Johnstone, were pres-ent. During the services the widow became hysterical. vices were held at his wife's home at 129 For-

fut ing Wages on the Wabsah.

OMAHA, April 4.-Wabash passenger engineers have been out from \$3.50 to \$3.15 per hundred miles; through freight engineers, from \$4 to \$3.60; local freight engineers, rom \$5 to \$4 per day; local freight firemen, from \$2.75 to \$2.25; passenger firemen to \$1.75 per hundred miles, and freight firemen to \$2 per one hundred miles. Conductors are cut in the same proportion.

EASTER DISPLAY 68

Art Embroidery

Decorative Reedlework IN INFINITE VALLETY

Produced on Our Family Sewing Machines Now on exhibition at our Art Parlors.

THE SINGER MFG. CO. 989 BROADWAY, N. Y.

54 FIRST AWARDS RECEIVED

ATTHE World's Columbian Exposition.